

Read 7 May 1782

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Print Britain - A George III, King

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FOR

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Inflicting certain Pains and Penalties on Sir Thomas Rumbold, Baronet, and Peter Perring, Esquire, for certain Breaches of Public Trust, and High Crimes and Misdemeanors, committed by them whilst they respectively held the Offices of Governor and President, Counsellors and Members of the Select Committee, of the Settlement of Fort Saint George, on the Coast of Coromandel, in the East Indies.

Note.—The Figures in the Margin denote the Number of the Folios in the written Copy.

WHEREAS the Court of Directors of the United Company of Merchants in England trading to the East Indies, did, in a Letter addressed to the President and Council of Fort Saint George, and dated the Twelfth Day of April, in the Year One thousand Seven hundred and Seventy-five, send out Orders to the said President and Council, by which they were most explicitly required, when the Affairs of Tanjore should be finally adjusted,

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adjusted,

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- adjusted, to appoint a Committee of Five Members of the said Council, to make the Circuit of various extensive and valuable Territories on the Coast of Coromandel, which had been granted and confirmed to the Company by the Mogul, the Nizam of the Decan, and Mahomed Ali Cawn, Nabob of the
- 2 Carnatic, respectively; namely, the Five Northern Circars of Rajahmundry, Ellour, Mustephaganur, Chicacole, and Murtenazagur, otherwise Condahir or Guntoor, and the Jaghire Lands near Madras :

And whereas by the said Orders from the said Court of Directors, the said Committee of Circuit was directed to make a Survey of the Northern Circars and Jaghire Lands; and the chief Objects of the Instructions prescribed to them for this Purpose were, to correct the Police and Government of the Country, to deliver the Inhabitants from Oppression, and to improve the Company's Revenues :

- And whereas in Conformity to the said Orders of the said Court of Directors, a Committee of Circuit, consisting of Five Members of Council, was appointed soon after restoring the Rajah of Tanjore to his Country; but the Contests between the Members of the Government of Fort Saint George during Lord Pigot's Administration, with the consequent Resolution, prevented such Committee's proceeding to execute the important Business intrusted to them :
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And whereas in August One thousand Seven hundred and Seventy-six, whilst George Stratton, Esquire, acted as Governor of Fort Saint George, Three Members of such Committee of Circuit having been suspended from their Office of Counsellors, and the Council of Fort Saint George being so reduced in Number as not conveniently to allow of the Absence of more than Two Counsellors, it was deemed justifiable so far to deviate from the Orders of the Court of Directors, as to fill the Vacancies in the Committee of Circuit with Three Servants of the Company, who by Seniority were near in Succession to the Council :

And whereas, in November One thousand Seven hundred and Seventy-six, the then President and Council of Fort Saint George addressed written Instructions to the said Committee of Circuit, so consisting of Two Counsellors and Three Servants of the Company near to Council, and ordered that they should proceed

proceed to carry on their Inquiry in the most expeditious Manner possible:

And whereas in January One thousand Seven hundred and Seventy-seven, a Quorum of the said Committee of Circuit began their Circuit, and afterwards, in December in the same Year, some Impediments having obstructed the Progress of the Committee, John Whitehill, Esquire, then President of Fort Saint George, and the then Council, after expressing their Sense of the Advantages to be derived from the due Discharge of so important a Commission, resolved to prosecute the Business without further Loss of Time, and accordingly filled up the Vacancies in the Commission; but by this new Appointment the Committee consisted wholly of Junior Servants of the Company, it being found impracticable, from the then State of the Council of Fort Saint George, otherwise to keep the Commission filled:

And whereas Viziam Rauze has been for some Years hereditary Rajah or Zemindar of Vizianagrum, a Territory of great Extent in Chicacole, One of the said Northern Circars; and before May One thousand Seven hundred and Seventy-seven, Jaggernaut Rauze was Dewan or Manager of the Country belonging to Viziam Rauze; and the said Jaggernaut Rauze was at the same Time Renter of the said United Company's Havilly or Demesne Lands in Chicacole, and Manager of the District of Sitteverum for the Company, and also Manager for the Company of the Ancapillee Zemindary in Chicacole, which had fallen into the Company's Possession by the Death of its late Zemindar, Bickarow, without Issue; and the said Jaggernaut Rauze appears to have been a Person of respectable Character in point both of Ability and Integrity, and was considered as one who would manage the Country intrusted to him with Lenity and Justice:

And whereas Sitteram Rauze, the Brother of Viziam Rauze, was a Person of very bad public Character, and ill-affected to the said United Company; and about May One thousand Seven hundred and Seventy-seven, Sitteram Rauze by his Intrigues prevailed on Viziam Rauze to remove Jaggernaut Rauze from being his Dewan, and to imprison the latter with his Brother Padnab Rauze, and to seize their Effects, and about the same Time Viziam Rauze imprisoned various Zemindars of the Vizianagrum District; and whilst these violent Measures were pursued, Viziam Rauze having in his Pay Troops, of various Descriptions,

scriptions, to the Amount of Eleven thousand Men, it was the Cause of great Alarm to the Committee of Circuit, which was then exercising its Functions in the Chicacole Circar :

And whereas the Committee of Circuit in July One thousand Seven hundred and Seventy-seven interposed their Authority with Viziam Rauze, and on their Requisition he not only released from Confinement Jaggernaut Rauze and his Brother, but also disbanded his Troops, and surrendered the Fort of Vizianagram, with his other Forts, into the Hands of the Company :

- 7 And whereas, before Jaggernaut Rauze became Renter of the Chicacole Havilly Lands, they had been rented by Sitteram Rauze for Three Years, and, besides other Losses, he left a Balance of Sixty thousand Rupees due to the said United Company, for which Viziam Rauze was Security :

And whereas for several Years previous to Jaggernaut Rauze's being Dewan to Viziam Rauze, that Office was executed by Sitteram Rauze, but he was removed by Viziam Rauze; and after such Removal, the latter represented in Writing to Mr. Johnson, the Chief of Vizagapatam, that he had been treated as a Prisoner whilst Sitteram Rauze was his Dewan; and that reflecting on the Hardships he had suffered from his Brother, it could not enter into his Thoughts to be reconciled to him, or to be under his Management; and if the Company wished to see his Life prolonged, they would drop all Thoughts of an Union between him and his Brother :

- 8 And whereas the Cowle or Lease of the Havilly Lands in Chicacole being expired, the Chief and Council of Vizagapatam, by a Letter to the Board at Madras, dated the Sixth of November One thousand Seven hundred and Seventy-seven, represented Padnab Rauze as a proper Person to be Renter of those Lands, and strongly recommended Jaggernaut Rauze to be Zemindar of the Ancapillee Zemindary, observing at the same Time how injured the latter had been by the false Accusations of Sitteram Rauze :

And whereas it appears by a Letter from Viziam Rauze to the Chief and Council of Vizagapatam, dated the Thirtieth of October One thousand Seven hundred and Seventy-seven, that his Brother Sitteram Rauze was gone on a Visit to Madras, and that he had previously told Viziam Rauze not to entertain any Suspicion

Suspicion of his wanting to intermeddle with Viziam's Affairs; but that Viziam, lest Sitteram should act otherwise, desired it might be represented to the Board at Madras, that he had given no Authority to Sitteram Rauze; and that by the same Letter Viziam Rauze declared his firm Resolution not to be responsible for his Brother, if he should again become Renter of the Havilly Lands: 9

And whereas in October One thousand Seven hundred and Seventy-Seven, Viziam Rauze wrote to the Governor and Council of Fort Saint George, to apprize him of his Brother's not having Authority to transact Business for him at Madras, and to express his Dislike of his Brother's having a Grant of the Havilly Lands in Chicacole:

And whereas in November One thousand Seven hundred and Seventy-seven, the Governor and Council of Fort Saint George, then consisting of John Whitehill, Esquire, and Charles Smith, Samuel Johnson, and Peter Perring, Esquires, resolved, that Viziam Rauze should be required to come to Madras; but the said Samuel Johnson minuted his Dissent from the Measure:

And whereas it appears that the Chief and Council of Viziamapatam, a short Time before the said Resolution, strongly remonstrated against permitting either Viziam or his Brother Sitteram, to proceed to Madras:

And whereas in November One thousand Seven hundred and Seventy-seven, the Committee of Circuit communicated to the President and Council of Fort Saint George, Proposals from Padnab Rauze, for renting the Havilly Lands in Chicacole and Cossimcottah; but on the Nineteenth of December following, the said John Whitehill, then President, laid before the Board other Proposals from Sitteram Rauze, which exceeded the former exactly Five thousand Rupees on each individual Article; and it was the same Day resolved to grant a Lease to him for Ten Years, without further Investigation, and without securing any Conditions in favour of the Undertenants; and this Resolution was carried by the Casting Voice of the said John Whitehill the President, he and the said Peter Perring voting for the Lease, and the said Charles Smith and Samuel Johnson against it.

111 And whereas it appears that if the Board at Madras had informed the Board at Viziagapatam, of Sitteram Rauze's Proposal, and postponed deciding upon it till they had heard again from Viziagapatam, Padnab Rauze would have given Forty thousand Rupees more than was offered by Sitteram Rauze :

And whereas it was highly improper to grant a Lease of the said Havilly Lands in Chicacole and Cossimcottah, for so long a Term as Ten Years, before the Committee of Circuit had completed their Survey of the said Lands, and made their Report concerning the same ; and granting such a Lease tended to defeat Part of the important Purposes for which the said Committee of Circuit was established :

112 And whereas it was injurious to the Honour and Interests of the said United Company, to grant a Lease of the said Havilly Lands to a Person of such notorious ill Character as Sitteram Rauze, in Preference to one so well recommended as Padnab Rauze appears to have been :

And whereas resolving in favour of Sitteram Rauze's Proposal for renting the said Havilly Lands the same Day Mr. Whitehill, the then President of Fort Saint George, offered them to the Board, was a precipitate Measure, and the Board ought to have waited till they had known the Sense and Opinion of the Committee of Circuit, or of the Chief and Council of Viziagapatam, on Sitteram Rauze's Proposals :

And whereas the singular Circumstance of Sitteram Rauze's outbidding Padnab Rauze so exactly as Five thousand Rupees on each Article, justifies a Suspicion of the former's having had some undue Information of the Terms proposed by the latter :

113 And whereas granting the said Lease of the said Havilly Lands to Sitteram Rauze, without any Conditions to protect the Undertenants and immediate Occupiers from Oppression, was a Breach of the said United Company's Orders, in respect to the Management of the Northern Circars :

And whereas in granting the said Lease of the Havilly Lands in Chicacole and Cossimcottah to Sitteram Rauze, the said John Whitehill and Peter Perring acted contrary to their Duty, as Servants of the said United Company, not only in respect of the Length

Length of the Term of the said Lease, and the notorious ill Character of Sitteram Rauze, but also in respect of the precipitate Manner of accepting his Proposals, and of their Omission to prescribe Conditions for guarding the Undertenants from Imposition and Oppression:

And whereas Sir Thomas Rumbold, Baronet, having been appointed President of Fort Saint George, arrived at Madras the Fifth of February One thousand Seven hundred and Seventy-eight, and on the Twenty-fourth of March following gave in a Minute to the Council of Fort Saint George, recommending to stop the Committee of Circuit, and to order the Zemindars of the different Districts in the Northern Circars to Madras immediately, there to settle the Jumma bundy or Annual Tribute with the Presidency, instead of transacting with the Subordinate Councils: 14

And whereas upon such Proposal of the said Sir Thomas Rumbold, he and the then Council of Fort Saint George instantly resolved that the Appointment of a Committee of Circuit should for the present be discontinued, and that the Jumma bundy or Annual Tribute of the Northern Circars, should in future be settled at the Presidency; and accordingly the Zemindars were ordered to Madras, which Place appears to be situate at a great Distance from the Circars, Viziagapatam, a Place nearly in the Middle of them, being Five hundred and Fifty Miles from Madras, and Ganjam, a Place at the Southern Extremity of them, being Seven hundred and Twenty Miles:

And whereas at the Time of making the said Resolution to discontinue the said Committee of Circuit, the Government of Madras consisted of the said Sir Thomas Rumbold, and John Whitehill, Major General Sir Hector Munro, and the said Charles Smith, James Johnson, and Peter Perring, and all of them concurred in the Measures, though Four out of the Six, namely, Messieurs Whitehill, Smith, Johnson, and Perring, were the Members of the Government of Madras who in December immediately preceding had concurred in a Minute expressive of their Sense of the Advantages to be derived from the Committee of Circuit, and had therefore filled up the Vacancies in it:

And whereas thus calling down the Zemindars to Madras, was remonstrated against from the said United Company's Three subordinate

subordinate Councils of Masulipatam, Ganjam, and Vizagapatam, as tending to impede the Collection of the said United Company's Revenues, already much in Arrear, and to distress the Zemindars, who were both averse to the Journey, and ill able to support the Expence of it; but notwithstanding all this, Sir Thomas Rumbold, and the Majority of the said Council, persevered in the Measure, and, by repeating their Orders, enforced Obedience to it from Viziam Rauze, the Zemindar of Vizianagram in the Chicacole Circar, and from most of the
 16 Zemindars of the Districts under the Management of the Masulipatam Chief and Council:

And whereas, notwithstanding the Dissolution of the said Committee of Circuit, the said Sir Thomas Rumbold, and his Council, did not substitute any other Mode of carrying on the Inquiry, obtaining the Information, or executing the Measures, which were the declared Objects of the Instructions from the said Court of Directors, for ordering such Committee of Circuit to be established:

And whereas it appears that the declared Objects of the Company's Instruction for establishing the said Committee of Circuit, still remain unattained, and, consequently, that the said United Company is still unpossessed of the desired Information:

And whereas Sir Thomas Rumbold and the Council of Fort Saint George, when they dissolved the said Committee of Circuit, might easily have substituted some other Mode of executing the important Business which was the Object of the said United Company's Instructions for appointing the said Committee:

17 And whereas Sir Thomas Rumbold and the Council of Fort Saint George, in thus dissolving the Committee of Circuit for the Northern Circars, grossly disregarded the Spirit of the Orders of the Court of Directors of the said United Company, and acted in the most direct Opposition to some of its most valuable and essential Interests; and such Misconduct ought chiefly to be imputed to the Activity and Influence of Sir Thomas Rumbold:

And whereas it appears, that ordering the Zemindars to Madras in Manner before mentioned, was a Measure injurious to the Collection of the said Company's Revenues, oppressive
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to the Zemindars themselves, and of dangerous Tendency to the Government of the Districts which they respectively held; and that Sir Thomas Rumbold not only concurred in, but was the chief Adviser and Promoter of, this pernicious and unjustifiable Measure:

And whereas the Zemindars who proceeded to Madras in Obedience to the Orders from the Governor and Council of Fort Saint George, did, in general, continue there for several Months, and particularly Viziamam Rauze did not leave Madras till December One thousand Seven hundred and Seventy-eight, though he appears to have been there early in the July preceding:

And whereas though Sitteram Rauze was at Madras as early as November One thousand Seven hundred and Seventy-seven, yet he did not leave that Place till about October in the following Year:

And whereas whilst the said Zemindars were at Madras, the Treaty for the Leases of their respective Districts was carried on, not with the Council of Fort Saint George collectively, but with the Governor Sir Thomas Rumbold singly, and his Report was unanimously held by the Council to be sufficient, and his Declarations and Opinions are the only Grounds of Information which the Council of Fort Saint George appear to have acted upon, or which have been transmitted to the said Court of Directors:

And whereas the Agreements for Tribute and Rent, made by Sir Thomas Rumbold and the Council at Fort Saint George, with the Zemindars at Madras, were in general highly dissatisfactory to the said Court of Directors, in various respects, especially on Account of the Length of the Term for which the Jemabundy or Tribute and Rent were settled, being in general Five Years, without waiting for that previous Inquiry into the State and Revenues of the several Districts by the Committee of Circuit, which the Orders of the said United Company for establishing that Committee so strongly recommended:

And whereas Anthony Sadlier, Esquire, late Chief of the Council of Masulipatam, did, by a Letter to Sir Thomas Rumbold, dated the Fifth of May One thousand Seven hundred and Seventy-eight, and sent to him about Three Months after his

Arrival at Madras, inform Sir Thomas Rumbold of various
 20 Presents and Gratuities illegally and corruptly stipulated for, and
 in Part received by, Three of the said United Company's Servants,
 who had preceded Mr. Sadlier in the Chiefship of Masulipatam,
 and in Proof thereof inclosed to Sir Thomas Rumbold the Trans-
 lation of a written Account of the Particulars of such Gratuities
 and Presents, the Original of which Account had been delivered
 to the said Anthony Sadlier, on his succeeding to the said Chief-
 ship, by Vencatarogaloo, the Company's Dubash or Chief Inter-
 preter:

And whereas according to the said Account so sent by the
 said Anthony Sadlier to Sir Thomas Rumbold, the said John
 Whitehill, as Chief of Masulipatam, had, in the Years One
 thousand Seven hundred and Seventy, One thousand Seven hun-
 dred and Seventy-one, and One thousand Seven hundred and
 Seventy-two, illegally and corruptly received, in Nazir or Pre-
 sents, from the Zemindars and Renters of Land subject to his
 21 Chiefship, various Sums, amounting in the Whole to Seventy-
 seven thousand Four hundred and Five Pounds Sterling; and such
 Money was paid to him by the said Zemindars and Renters of
 Land, on settling what Yearly Tribute and Rent should be pay-
 able to the said United Company for those Three Years:

And whereas according to the same Account, Quintin Craw-
 ford, Esquire, who was the immediate Successor of the said John
 Whitehill in the said Chiefship, corruptly received, in the Course
 of a few Months, in like Nazir or Presents, to the Amount of
 Fifteen thousand Two hundred and Forty Pounds Sterling:

And whereas, according to the same Account, Charles Floyer,
 Esquire, who next succeeded to the said Chiefship, agreed to ac-
 cept, in like Presents and Gratuities, for the Years One thousand
 Seven hundred and Seventy-three, One thousand Seven hundred
 and Seventy-four, and One thousand Seven hundred and Seventy-
 22 five, various Sums, amounting together to Sixty-one thousand
 One hundred and Sixty-three Pounds, and actually did receive,
 in Part of the said Sums, or otherwise, in such Presents, to the
 Amount of Thirty-nine thousand Three hundred and Twenty-
 eight Pounds Sterling:

And whereas it appears that Sir Thomas Rumbold acknow-
 ledges the Receipt of the said Letter and Paper of Information
 from the said Anthony Sadlier; and, besides the Particulars before
 stated,

stated, the said Anthony Sadlier, in another Part of the same Letter, refers to the corrupt Practices of taking Presents at Masulipatam, as established before the said John Whitehill was Chief, with this Difference, that till his Time One Third of the Presents was accounted for to the Governor of Fort Saint George; whereas according to the said Anthony Sadlier's Representations, the said John Whitehill, and the said Two succeeding Chiefs at Masulipatam, Quintin Crauford and Charles Floyer, appropriated the Whole of these Presents to themselves : 23

And whereas it appears that Sir Thomas Rumbold did not return any Answer to the said Anthony Sadlier's said Letter, concerning the Peculations of Messieurs Whitehill, Crauford, and Floyer, whilst they were Chiefs of Masulipatam, nor even so much as in any Manner acknowledge the Receipt of the said Letter, or of the Papers of Information from the said United Company's Dubash inclosed therein, though the said Sir Thomas Rumbold did return an Answer to another Letter to him from Mr. Sadlier of the same Date :

And whereas notwithstanding the important Discovery thus pointedly made by Mr. Sadlier, of the corrupt and illegal Practices of the said Messieurs Whitehill, Crauford, and Floyer, no Steps were taken by Sir Thomas Rumbold to enquire into the Truth of the alledged Peculations, or to punish them; but on the contrary, Sir Thomas Rumbold concealed and suppressed the Particulars of the said Information, both from the Council and Select Committee of Fort Saint George at Madras, and from the Court of Directors of the said United Company : 24

And whereas Sir Thomas Rumbold, in thus suppressing Mr. Sadlier's Information of the Peculations of the said United Company's Servants at Masulipatam, did grossly fail in the Performance of his implied Duty, as President and Governor of Fort Saint George, and also acted in direct Breach of that Part of his written Covenants with the said United Company, by which he expressly engaged to give Notice, with all convenient Speed, unto the said Court of Directors, of all Deceits, Abuses, and Breaches of Orders by Servants of the Company, which he should know, hear of, or suspect, with the Names of the offending Parties; and by such Suppression and Concealment, the said Sir Thomas Rumbold was guilty of a high Misdemeanor :

And whereas by a written Paper, dated the First of July One thousand 25

thousand Seven hundred and Seventy-eight, Sitteram Rauze, the Brother of Viziam Rauze, the Rajah of Vizianagrum, agreed to pay One Lack of Rupees, as a Present, to Mr. Redhead, then private Secretary to Sir Thomas Rumbold, for the Assistance of the said Mr. Redhead in various Points, of which the Principal were these Four, namely, procuring Cowles or Grants from the Company of the District of Vizianagrum, in the Name of his Son Gajapatee; causing the Countries of Ancapillee and Sitteveram to be annexed to Vizianagrum; causing the Company's Sepoys to be removed from the Fort of Vizianagrum, and that Fort to be restored; and lastly, causing Sitteram Rauze, and his Brother Viziam Rauze, to be friendly with each other:

And whereas about a Month after Sir Thomas Rumbold's Arrival at Madras, the Chief and Council of Viziagapatam addressed a Letter to the Governor and Council of Fort Saint George, by which the latter were informed that Annapindee Vissenah, the Manager for Sitteram Rauze of the Havilly Lands, of which he had obtained a Lease in the December preceding, declined paying the First Kist due on his Lease, from want of Authority from Sitteram, and referred the Board of Viziagapatam to his Master at Madras; and that the Board at Viziagapatam was possessed of undeniable Proof of Vissenah's having remitted to Sitteram Rauze at Madras, in Grain and Bills, no less a Sum than One hundred and Thirty thousand Rupees; and further, that it was currently reported that Vissenah had been negotiating Bills with the Soucars or Bankers, for a further Sum of Seventy thousand Rupees, on Sitteram Rauze's Account, and had raised the same on Credit of the Produce from the said Havilly Lands:

And whereas on the Twentieth of July One thousand Seven hundred and Seventy-eight, Sir Thomas Rumbold delivered a written Minute to the Council of Fort Saint George, by which, amongst other Things, he proposed, that the Board should with Firmness adopt a Plan for reconciling Viziam Rauze and Sitteram Rauze to each other; that the Zemindary of Ancapillee should be annexed to Viziam Rauze's Country of Vizianagrum; that his Adoption of Sitteram Rauze's Son, Gajapatee, should be confirmed by a Cowle of the Board; and that Sitteram Rauze should immediately be appointed Dewan to Viziam Rauze, and, as such, have the Management both of him and his Country; which Propositions are in Substance a direct and exact Pursuance of Three of the Four great Points stipulated

stipulated for in the before-stated corrupt Agreement between Sitteram Rauze and Sir Thomas Rumbold's Secretary, Mr. Red-head :

And whereas it appears from the Style and Language of other Parts of Sir Thomas Rumbold's said Proposals, that he expected an obstinate Resistance from Viziam Rauze, as well to being reconciled to Sitteram Rauze, as to his being appointed Dewan; and that the Intent of Sir Thomas Rumbold was, that the Council of Fort Saint George should force Viziam Rauze into a Compliance with those Measures : 28

And whereas on the Twenty-ninth of July One thousand Seven hundred and Seventy-eight, Viziam Rauze and Sitteram Rauze were examined personally by Sir Thomas Rumbold and the Council of Fort Saint George; and on such Examination, the said Charles Smith, One of the Council, objected to forcing Viziam Rauze into a Reconciliation with his Brother Sitteram; but Viziam declaring that he could not consent to it, Sir Thomas Rumbold, in the Name and by the Order of the Board, addressed Viziam in menacing Terms, in order to extort his Consent; and upon Viziam's persevering in his Refusal to be reconciled, Sir Thomas Rumbold proposed, and the rest of the Board of Fort Saint George, except Mr. Smith, resolved, that Sitteram should be appointed Dewan of Viziam Rauze's Country, and that a Saned should be prepared for Sitteram Rauze accordingly : 29

And whereas Viziam Rauze still adhering to his Determination of not being reconciled to his Brother, obstructed Sitteram's having the Accounts of the Lands of which that Board had appointed him Dewan, and on this Occasion Sir Thomas Rumbold, on the Third of August One thousand Seven hundred and Seventy-eight, recommended, and the Council of Fort Saint George ordered, that Viziam should send the Musmedars, and other Officers of Revenue, to Sitteram Rauze, and proceed with him to Vizianagrum as soon as the necessary Stipulations for his Balances, and a new Jemmabundy, should be concluded :

And whereas by the Threats and violent Measures before stated, Viziam Rauze was at length compelled into a Reconciliation, and Sir Thomas Rumbold and the Council of Fort Saint George thus accomplished for Sitteram Rauze One of the Four Points for Assistance in which he had contracted, in 30

Manner aforesaid, to give a Lack of Rupees to Mr. Redhead; the Secretary of Sir Thomas Rumbold; and on the Eighteenth of August One thousand Seven hundred and Seventy-eight, Sir Thomas Rumbold gave in a Minute to the Council of Fort Saint George, notifying such Reconciliation, and his Belief of its being sincere :

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31 And whereas on the Sixth of October One thousand Seven hundred and Seventy-eight, a Petition from Viziam Rauze was presented to the Governor and Council of Fort Saint George, in which he contradicts what he had before alledged against Sitteram Rauze, and solicited to have Ancapillee and Setterverum annexed to Vizianagrum, to have the Fort of Vizianagrum restored, and also to have a Cowle from the Board to confirm his Adoption of Sitteram Rauze's Son, Gajapatee, and Appointment of him to the Rajaship; and accordingly the Board resolved in favour of the Petition in all these Three Points; which, together with the forced Reconcilement of Viziam Rauze, compleated the whole of the Terms specifically stipulated for, in the corrupt Agreement between Mr. Redhead and Sitteram Rauze :

And whereas thus forcing Sitteram Rauze as Dewan upon the Rajah Viziam Rauze, and thus extorting from him by Menaces a Reconciliation with Sitteram Rauze, were most cruel Outrages, and also most oppressive Abuses of the Powers intrusted to the Governor and Council of Fort Saint George; and Sir Thomas Rumbold was the chief Adviser and Promoter of this shameful Treatment of the said Rajah, and the said John Whitehill, Sir Hector Munro, and Peter Perring, were the Members of the Council of Fort Saint George who concurred in these most unjustifiable and disgraceful Measures :

32 And whereas the Criminality of so forcing Sitteram Rauze as Dewan upon Viziam Rauze, the Rajah of Vizianagrum, was highly aggravated by the very ill Character of Sitteram Rauze, so often recorded in the former Proceedings of the Board at Madras :

And whereas the Appointment of Sitteram Rauze as Dewan, the forced Reconcilement of the Rajah Viziam Rauze, the Cowle granted by the Governor and Council of Fort Saint George to confirm the Adoption of Sitteram's Son Gajapatee as Rajah, the annexing Ancapillee and Setterverum to the Country of Vizianagrum, and restoring of the Fort of Vizianagrum,

nagrum, were apparently all Concessions obtained for Sitteram Rauze by corrupt Practices and undue Influence:

And whereas Mr. Redhead died in October One thousand Seven hundred and Seventy-eight, and after his Death his Executors commenced a Suit in the Mayor's Court at Madras against Sitteram Rauze, for Recovery of the Balance of the Lack of Rupees contracted to be corruptly given to Mr. Redhead for his Assistance in obtaining the said Concessions from the Government of Fort Saint George; and a Judgment was obtained in the said Court for the Balance of the said Lack of Rupees so claimed by Mr. Redhead's Executors, and the said Judgment was afterwards reversed on an Appeal to the Governor and Council of Fort Saint George; but notwithstanding the singular Grossness and Corruption of the Transaction which was the Subject of the said Suit, neither Sir Thomas Rumbold, nor any Member of the Council of Fort Saint George, took the least Notice thereof in their Correspondence with the Court of Directors, during the Pendency or after the Conclusion of the said Suit: 33

And whereas the said United Company's Jaghire Lands round Madras, do together compose a large District of Country of great Importance to the Company's Power and Interests on the Coast of Coromandel, and the said Company hold the said Jaghire Lands under various Grants made by Mahomed Ali Cawn, the Nabob of Arcot, in One thousand Seven hundred and Sixty-three and the Two following Years, which Grants were afterwards confirmed by a Phirmaund of the Mogul, but it has been usual for the Company from Time to Time to grant short Leases of the said Jaghire Lands: 34

And whereas in June One thousand Seven hundred and Sixty-nine, the Governor and Council of Fort Saint George did, in a Letter to the Court of Directors of the said United Company, represent various Inconveniencies which arose from permitting the Nabob of Arcot to be the Renter of the said Jaghire Lands, and desired to know their future Pleasure on that Head:

And whereas by a general Letter to Fort Saint George, dated Tenth of April One thousand Seven hundred and Seventy-one, the Court of Directors signified that in their Opinion many of the Objections to the said Nabob's being Renter of the said Lands might be removed by his holding them only from Year to Year, and 35

and therefore directed the Government of Madras to revert to their former Method of letting their Farms and to grant him a Yearly Cowle :

And whereas by the said Letter of Instructions from the Court of Directors, of the Twelfth of April One thousand Seven hundred and Seventy-five, which appointed the Establishment of a Committee of Circuit for the Northern Circars, and the said United Company's Jaghire Lands near Madras, the Directors did give an Order to the Governor and Council of Fort Saint George, that the said Jaghire Lands should be taken into the Company's immediate Possession, and that the Nabob of Arcot should not rent them unless he should agree to such Arrangements as the Company should deem necessary; to which Order it was added, that the said Governor and Council should agree with the Nabob for renting them for One Year only :

- 36 And whereas by a Revenue Letter from Fort Saint George to the Court of Directors, dated the Fifth of February One thousand Seven hundred and Seventy-eight, being only Three Days before Sir Thomas Rumbold's Arrival at Madras, the then President and Council of Fort Saint George informed the Company of having continued the Lease of the Jaghire Lands to the Nabob for the Current Year, but apologized for the Measure, as doubting whether the Company might not expect to have the Jaghire Lands taken into their immediate Possession, and therefore desired to have the Company's precise Directions when the Matter should again come under the Board's Consideration :

- 37 And whereas Sir Thomas Rumbold, in a Minute delivered by him to the Council of Fort Saint George, the Twentieth of July One thousand Seven hundred and Seventy-eight, called the Attention of the Board to the Jaghire Lands rented by the Company to the Nabob of Arcot, and particularly observed, that this valuable Possession of the Company was most shamefully neglected and oppressed by those whom the Nabob trusted in his Collections; to which Sir Thomas Rumbold added a Recommendation to avoid the destructive System of farming the Jaghire Lands from Year to Year, and to advertise the letting them for a longer Term, namely, from Three to Five Years :

And whereas on the Fourth of September One thousand Seven hundred and Seventy-eight, the Governor and Council of Fort Saint George did, by the Recommendation of Sir Thomas Rumbold,

bold, resolve to advertise the letting the Jaghire Lands for Three, Five, or Ten Years, and Advertisements were accordingly published; in consequence of which various Proposals were sent in by private Persons:

And whereas the Nabob of Arcot, by Letter to Sir Thomas Rumbold, dated the Ninth of September, One thousand Seven hundred and Seventy-eight, applied to have a Lease of the said Jaghire Lands for the Five ensuing Years; and in consequence of repeated Recommendations from Sir Thomas Rumbold, the Government of Fort Saint George did, on the Fifth Day of October in the same Year, come to a Resolution for granting a Lease of the said United Company's Jaghire Lands, to the said Nabob, for Three Years, from the last of July One thousand Seven hundred and Seventy-eight: 38

And whereas thus granting a Lease of the said Jaghire Lands to the said Nabob for Three Years, was in direct Disobedience, of repeated positive Orders of the Court of Directors of the said United Company, and contrary to the Practice which before the Administration of Sir Thomas Rumbold had prevailed in Madras, in consequence of those Orders; and this Disobedience was highly aggravated by the declared Intention of the Company to take the said Jaghire Lands into their own Hands, the cogent Reasons of Convenience and Policy in favour of which Measure were known to be the chief Ground for the said Company's restraining the Presidency of Fort Saint George from leasing the Jaghire Lands to the said Nabob for more than One Year:

And whereas Sir Thomas Rumbold not only joined in, but was the chief Adviser and Promoter of the said Resolution for granting the said Lease of the said Jaghire Lands to the said Nabob of Arcot for Three Years; and in respect thereof he was guilty of a great Misdemeanor in his Character of President of Fort Saint George: 39

And whereas the said John Whitehill, Charles Smith, Samuel Johnson, and Peter Perring, were the Members of the Council of Fort Saint George, who concurred with Sir Thomas Rumbold in the said Resolution for the said Lease of the Jaghire Lands to the Nabob of Arcot:

And whereas it appears from a Codicil to the Will of Mr.
E Redhead,

Redhead, the private Secretary of Sir Thomas Rumbold, dated the Day of One thousand Seven hundred and Seventy-eight, that the Nabob of Arcot had, before the Date of the said Codicil, given an Order to his Son Omeir Ull Omrah to pay a Lack of Rupees to Mr. Redhead :

- 40 And whereas on taking into Consideration the said Order for a Lack of Rupees from the Nabob of Arcot to Mr. Redhead, the private Secretary of Sir Thomas Rumbold, with all the Circumstances under which the Presidency of Fort Saint George granted the said Lease of the Jaghire Lands to the Nabob of Arcot in Disobedience of the said Company's Orders, there is strong Ground for suspecting the said Lease to have been obtained from the Government of Fort Saint George by undue and corrupt Influence :

And whereas the Nabob Aufuph Jaw Nizam ul Mulch, Soubah or Viceroy of the Decan, did, by a Saned dated the Twelfth of November One thousand Seven hundred and Sixty-six, which was intended to operate as a Confirmation of the Grant previously obtained from the Great Mogul, grant to the said United Company in Perpetuity the before-mentioned Five Northern Circars (except a Jaghire in the Murtezaganur or Condavir Circar, called Condajullee Fort, and the usual Villages appertaining to the Diamond Mines) on the Terms of the said Company's paying to the Nizam Nine Lacks of Rupees annually, which Annual Payment is known by the Name of Peshcush :

- 41 And whereas by Treaty between the Nizam of the Decan and the said United Company, made at Hyderabad, and of the same Date with the Nizam's said Saned or Grant of the Five Northern Circars, the said Company did promise, that, except in any Year in which the Nizam should require the Aid of their Troops, they would pay to his Highness for the said Circars the Annual Sum or Peshcush of Nine Lacks of Rupees, in Manner and at the Times therein specified ; and also, that as the Murtezaganur or Condavir Circar had been before given as a Jaghire to the Nizam's Brother Bazalet Jung, the said Company should not take Possession of it till it was the Pleasure of his Highness the Nizam, or the Demise of his said Brother, unless Bazalet Jung should raise Disturbances to the Prejudice of the Country, in which Case the said Company was to be at Liberty to take immediate Possession :

And

And whereas by another Treaty between the Nabob of Arcot, the Nizam, and the said United Company, made at Fort Saint George, and dated the Twenty-third of February One thousand Seven hundred and Sixty-eight, it was agreed by the said Company, that Bazalet Jung, notwithstanding some recent exceptionable Conduct, should still hold the Circar of Murtezanur or Condavir, on the Conditions expressed in the Treaty of Hyderabad, or till it should be the Pleasure of the Nizam that the Company should take Possession thereof; and by the same Treaty, new Stipulations were entered into between the Company and the Nizam for Payment of the Peshcush to the Nizam; according to which he was to receive only Two Lacks of Rupees a Year for Six Years, from the First of January One thousand Seven hundred and Sixty-eight, and afterwards Five Lacks of Rupees a Year, which was to be increased to Seven on the Company's coming into Possession of the Condavir Circar; and further, by the same Treaty, in Consideration of the Nizam's releasing the Nabob of the Carnatic from all Dependence on the Decan, and engaging not to correspond with any Person in the Carnatic Payen Gaut, except the Nabob of the Carnatic and the said United Company, the said Company, in Conjunction with the Nabob of the Carnatic, engaged not to hold any Correspondence with any Person in the Carnatic, except the Nizam, his Dewan, and the Securities whose Names were subscribed to the said Treaty.

And whereas in consequence of Advices of Bazalet Jung's collecting a large Body of European and other Troops in the Condavir or Guntoor Circar, under the Command of Monsieur Law, a French Officer, and of the former's being supplied with a great Variety of Warlike Stores through Mootapillee, the Chief Port in Condavir, the Governor and Council of Fort Saint George, by a Letter to the Governor General and Council of Bengal, dated the Thirteenth of June One thousand Seven hundred and Seventy-five, did express their Alarm on the Subject, and suggest the Expediency of insisting on Bazalet Jung's Dismissal of the French Troops, or his immediate Cession of the Guntoor Circar for an adequate Consideration; and the Governor General and Council of Bengal, by their Answer dated the Fifth of July following, signified how highly impolitic it would be to leave the French in Possession of the Port of Mootapillee, and that they had come to a Resolution, that no Time was to be lost in endeavouring to remove the French from the Condavir or Guntoor Circar, and therefore authorized the Presidency of

of Fort Saint George not only to take such Steps as might be necessary for the Purpose, but also to endeavour, by Negotiation with the Nizam, either by Offer of the whole Revenues of the said Circar or otherwise, to obtain the immediate Cession of it to the said Company:

45 And whereas on the Fourteenth of August One thousand Seven hundred and Seventy-five, the Presidency of Fort Saint George declared, that they could not conceive it to be agreeable to the Spirit or Tenor of the Treaty made between the Company and the Nizam in One thousand Seven hundred and Sixty-eight, to negotiate with Bazalet Jung as Principal; and therefore they resolved to negotiate with the Nizam about the Guntoor Circar, and to endeavour through him to force Bazalet Jung either to dismiss the Europeans in his Service, or to let the whole Circar to the said United Company at an Annual Rent:

46 And whereas by a Letter to Mr. Wynch, then Governor of Fort Saint George, dated the Twenty-seventh of August One thousand Seven hundred and Seventy-five, the Nabob of Arcot offered it as his Advice, that a Treaty should be opened with Bazalet Jung, about the Condavir or Guntoor Circar, and explained his Reasons for such a Measure with great Particularity and Anxiety; but notwithstanding this Advice, and the various Efforts of the said Nabob to induce the Government of Fort Saint George to acquiesce in it, the Majority of the Board adhered to their first Determination, and in pursuance of it ordered a Letter to the Nizam to be prepared, and also, after various further Deliberations, did at length, on the Fourth of September One thousand Seven hundred and Seventy-five, order the same to be dispatched to the Nizam:

And whereas the Government of Fort Saint George did, on the Sixteenth of November One thousand Seven hundred and Seventy-five, receive from the Nizam an Answer to their Letter about the Guntoor Circar; and by this Answer the Nizam explained that the Causes of Bazalet Jung's taking the Europeans into his Service, were, as well to enable him to collect the Pescush from the Zemindars of the Province of Viziapore, as on Account of having so powerful a Prince as Hyder Ally for a Neighbour; but that, to remove all Cause of Uneasiness, he the Nizam had sent a Person of Distinction to Bazalet Jung, to have the Europeans removed to the District of Adoni and Raychoor, and to stop

stop their receiving the Revenues of the Villages which had been assigned to them in the Guntoor Circar for their Pay : 47

And whereas on communicating to Bengal the Nizam's Answer to the Letter from the Presidency of Fort Saint George, the Governor General and Council, by a Letter to Fort Saint George, dated the Eleventh of December One thousand Seven hundred and Seventy-five, did signify, that if the Engagement in the Nizam's Letter should be fulfilled, and if the said United Company should be put into Possession of the Port of Mootapillet, the Object of the original Instructions from Bengal, which was to exclude Europeans from an Entrance by Sea into the Country of Bazalet Jung, would be obtained, but that otherwise they continued to the Government of Fort Saint George the same Latitude of taking Possession of the Circar, as was given to them by the beforementioned Letter from Bengal of the Fifth of July: 48

And whereas no further Steps appear to have been taken by the Board of Fort Saint George, in respect to the Guntoor Circar, from the Receipt of the said Letter from Bengal, of the Eleventh of December One thousand Seven hundred and Seventy-five till July One thousand Seven hundred and Seventy-eight, which was about Five Months after the Arrival of Sir Thomas Rumbold at Madras :

And whereas on the Tenth of July One thousand Seven hundred and Seventy-eight, Sir Thomas Rumbold offered a Minute to the Consideration of the Council of Fort Saint George, by which, after noticing that some Troops, commanded by Monsieur Lally, had lately been in the Guntoor Circar, he proposed writing to the Nizam on the Subject of Bazalet Jung's having Foreign Troops in his Service, and to inform him, that on finding no good Effect from his Interposition with Bazalet Jung, the Presidency intended applying to Bazalet Jung himself; which was accordingly resolved upon by the Board; but the Letter proposed by Sir Thomas did not intimate any Intention of the Company to treat with Bazalet Jung for a Cession of the Gun- 49
toor Circar :

And whereas in November One thousand Seven hundred and Seventy-eight, Sir Thomas Rumbold informed the Select Committee of Fort Saint George, of Bazalet Jung's having offered to let the said United Company have the Guntoor at a Rent, and at the same Time recommended the Form of a Treaty with

Bazalet Jung for that Purpose, which was immediately approved of by the Select Committee; and a Treaty was afterwards concluded by the Government of Fort Saint George with Bazalet Jung, on the Terms thus recommended by Sir Thomas Rumbold:

And whereas the said Treaty with Bazalet Jung bears Date the Seventh of February One thousand Seven hundred and Seventy-nine, and the chief Terms of it were to the Effect following; namely, That the East India Company should have the Guntoor Circar from Bazalet Jung, at a Rent equal to the Sum he there
 50 Annually received from it; that he should dismiss the French Soldiers from his Service; that the Company should supply him with such Troops as he should want, which were to be constantly with him, and obey his Instructions, but were only to be employed within or for the Defence of his Country; that if his Affairs should require his going to visit his Brother the Nizam, these Troops were to attend him; that the Expence of such Troops was to be paid out of the Rents of the Guntoor Circar; and that if Bazalet Jung's Territories should be invaded, the Company should, besides the Troops to be stationed with him, send such further Force as they could spare, for the extraordinary Expences of which the Company was to be paid by him according to their established Customs:

And whereas the said Treaty with Bazalet Jung was negotiated and concluded by the Select Committee of Fort Saint George, not only without the Consent or Approbation of the Nizam, but even without giving him any previous Notice of
 51 the Intention to enter into such Treaty:

And whereas thus negotiating and concluding a Treaty with Bazalet Jung, for Cession of the Guntoor Circar to the said United Company, was a gross and shameful Violation of the before-mentioned Treaties made with the Nizam in One thousand Seven hundred and Sixty-six and One thousand Seven hundred and Sixty-eight, as well in respect of the Article in the latter Treaty, by which the Company and the Nabob of Arcot stipulated not to correspond about the Affairs of the Decan with any besides the Nizam and his Dewan and Securities, as also in respect of the Articles in both Treaties, by which it was stipulated that the Company should not take Possession of the Guntoor Circar until it should be the Nizam's Pleasure, or the Demise of his Brother:

And

And whereas the Select Committee of Fort Saint George did, on the Thirty-first of December One thousand Seven hundred and Seventy-eight, write to Bengal, to inform the Governor General and Council of the Negotiation for the said Treaty with Bazalet Jung, and required their Sentiments on the proposed Terms; and the Governor General and Council did, in their Answer dated the Twenty-second of February One thousand Seven hundred and Seventy-nine, approve in general of the Measure; but it doth not appear that the said Governor General intended by such Approbation to authorize concluding the said Treaty with Bazalet Jung, without first obtaining Consent of the Nizam;

And whereas on the Twenty-seventh of January One thousand Seven hundred and Seventy-nine, Mr. John Hollond was appointed to go from the Presidency of Madras as Resident to the Court of the Nizam; and on the Twenty-second of February the Select Committee approved of certain Instructions to Mr. Hollond, by which it appears that the avowed Object of his Appointment was to conciliate the Mind of the Nizam towards the Company, and to prevent his entertaining any hostile Designs against them in the then critical situation of Affairs:

And whereas though by the said Instructions Mr. Hollond was informed of the Treaty in Negotiation with Bazalet Jung, and of the Expectation of his final Answer, yet Mr. Hollond was not directed to give any Notice of the said Treaty to the Nizam, but on the contrary was ordered to state the Conduct of Bazalet Jung as the Reason for delaying the Payment of the Peshcush to the Nizam, and therefore to press the Nizam to afford them Satisfaction, with respect to the Guntoor Circar and the Troops in Bazalet Jung's Service, and also was verbally told that his mentioning the Agreement for the Company's retaining the Guntoor Circar would be totally useless:

And whereas Mr. Hollond did not arrive at the Court of the Nizam till the Sixth of May One thousand Seven hundred and Seventy-nine, and the Treaty with Bazalet Jung was finally concluded before Mr. Hollond left Madras:

And whereas it appears to have been the Intent of Sir Thomas Rumbold and the Select Committee, by the said Instructions to Mr. Hollond, to practise a temporary Deception on the Nizam,

zam, and to induce him to believe that they were looking up to him for Redress of the Grievance complained of, in respect to the Guntoor Circar, when in fact they knew themselves to be on the point of settling the Difference with Bazalet Jung himself, and had every Reason to expect that the Business would be finally settled with Bazalet Jung, not only long before Mr. Hollond could reach, but even before he could set out for the Court of the Nizam :

55 And whereas such deceptive Treatment of the Nizam by Sir Thomas Rumbold and the Select Committee of Fort Saint George, was highly disgraceful to the said United Company, their immediate Employers, and through them to the whole British Nation, and by such Duplicity they were guilty of a most shameful Abuse of the Powers and Authorities intrusted to them as Servants to the said Company :

And whereas though the said Treaty with Bazalet Jung for Cession of the Guntoor Circar, was concluded at least as early as April One thousand Seven hundred and Seventy-nine, yet it was not proposed in the Select Committee of Fort Saint George, to advise the Governor General and Council of its being concluded till the Thirtieth of December One thousand Seven hundred and Seventy-nine; and the Government of Bengal did not in Fact receive Advice of this important Affair till the Eighteenth of February One thousand Seven hundred and Eighty :

56 And whereas Sir Thomas Rumbold, and the other Members of the Select Committee of Fort Saint George, were highly culpable in so long delaying to inform the Governor General and Council of the Conclusion of the said Treaty with Bazalet Jung :

And whereas Sir Thomas Rumbold, and the other Members of the Select Committee of Fort Saint George, did not at any Time notify to the Nizam the Treaty made with Bazalet Jung for Cession of the Guntoor Circar; but, on the contrary, their Intent appears to have been to conceal the said Treaty from the Nizam :

And whereas when Mr. Hollond was sent to the Court of the Nizam, the Peshush of Five Lacks of Rupees, then Annually payable to him from the said United Company, was almost Two Years in Arrear; and Mr. Hollond, by his original Instructions

Instructions from the Select Committee of Fort Saint George, was authorized to assure the Nizam, that Bazalet Jung's Conduct in respect to the Guntoor Circar, was the only Reason for delaying the Payment of the Pescush; that there was no Intention of withholding it, and that in Confidence of his affording them Satisfaction in respect to the Guntoor Circar, the Company would give Orders for discharging the Arrears of the Pescush, and paying it regularly in future: 57

And whereas Mr. Hollond, on the First Visit to the Nizam, which was on the Eighth of May One thousand Seven hundred and Seventy-nine, did, in Obedience to his said original Instructions, express strong Assurances to the Nizam of the Company's Intention to pay the Pescush; and the Nizam, in return, made very full Declarations of his Desire to be on Terms of the strictest Friendship with the said United Company; and further, Mr. Hollond, by a Letter to the Select Committee of Fort Saint George, of the Ninth of May One thousand Seven hundred and Seventy-nine, informed them of what had passed between the Nizam and him, and that in his Opinion the Nizam was jealous of Hyder Ally's Power, and wished to form an Alliance for his Reduction: 58

And whereas on the Thirteenth of May One thousand Seven hundred and Seventy-nine, Mr. Hollond did, in pursuance of new Instructions from the Select Committee, deliver Letters to the Nizam from the Nabob of Arcot and Sir Thomas Rumbold, the Effect of which Letters was to inform the Nizam of a Resolution to send a large Detachment of the Company's Troops into Bazalet Jung's Country of Adoni, as a Protection against an Invasion threatened by Hyder Ally, and to request the Nizam's Permission for such Detachment to pass through his Country in their Way to Adoni, and also his Assistance in executing such Measure: 59

And whereas the Nizam was highly offended with the Contents of the said Letters from the Nabob of Arcot and Sir Thomas Rumbold, and complained that the Company's holding a Correspondence, and forming Engagements with Bazalet Jung, constituted a direct Violation of the aforesaid Treaty of One thousand Seven hundred and Sixty-eight, and read to Mr. Hollond the Articles he conceived to be infringed; at the same Time declaring, that if the Company persisted in the Measure of sending
G Troops

Troops through his Country, he would resist their March with Force :

And whereas Mr. Hollond did, by Letter dated the Seventeenth of May One thousand Seven hundred and Seventy-nine, inform the Select Committee of Fort Saint George, of what had passed with the Nizam in consequence of delivering to him the Letters about the intended March of the Company's Troops into the Country of Bazalet Jung, and fully represented how much offended the Nizam was with that Measure, and his Determination to oppose the Passage of the Company's Troops through his Country ; but Sir Thomas Rumbold, in his Answer to Mr. Hollond, treated the Threats of the Nizam on this Point with Contempt, and amongst other offensive Expressions, observed, that the Nizam, with all his Blustering, would dread very much a Rupture with the English ; and further, the said Sir
60 Thomas Rumbold appears not only to have sent this insolent Answer without the previous Consent of the other Members of the Select Committee of Fort Saint George, but also to have suppressed from them the said Letter from Mr. Hollond of the Seventeenth of May, notwithstanding its important and alarming Contents, and its being addressed to the Whole of the said Committee :

And whereas when the Select Committee found that the Nizam would not permit a Passage of the Company's Troops through his Country in their Way from the Guntoor Circar to the Adoni Country, Bazalet Jung pointed out to Colonel Harpur, the Commander of the Detachment sent for that Purpose, a Passage through the Cuddapah Country, a recent Conquest of Hyder Ally, there being no Possibility of passing from the Guntoor Circar to the Adoni Country, except through either the Nizam's Country or Hyder Ally's ; and notwithstanding Colonel Harpur's Representations of his having received from Hyder
61 Ally's Managers, Notice of their being instructed to oppose such Passage, the said Select Committee of Fort Saint George urged him to proceed ; and in consequence of this, Colonel Harpur did actually enter Hyder Ally's Country ; but finding the Passes guarded, and being advised by his principal Officers that it would be impracticable to force a Passage, he retreated back into the Guntoor Circar, and on the Thirteenth of June One thousand Seven hundred and Seventy-nine, wrote to inform the Select Committee of Fort Saint George, of the Steps he had taken :

And

And whereas the said Letter of Colonel Harpur, of the Fourteenth of August One thousand Seven hundred and Seventy-nine, was dissatisfactory to the Select Committee of Fort Saint George; and they, by a Letter to Colonel Harpur, of the Twenty-third of August following, signified an Intention of sending a Reinforcement to Colonel Harpur, to enable him to proceed to Adoni without Delay, and the same Day resolved to write to Hyder Ally on the Subject :

And whereas the Nabob of Arcot, by a Letter dated the 62
Twenty-fourth of August One thousand Seven hundred and Seventy-nine, informed Sir Thomas Rumbold of the declared Enmity both of Hyder Ally and the Nizam against Bazalet Jung, in consequence of his Treaty with the Government of Fort Saint George; and inclosed Copies of Letters from Hyder Ally and the Nizam, to shew their Determination to oppose with Force the Measure of the Company's sending Troops into Bazalet Jung's Country; but notwithstanding this, Sir Thomas Rumbold and the other Members of the said Select Committee persevered in that Measure, and on the Twenty-third of September One thousand Seven hundred and Seventy-nine, sent new Instructions to Colonel Harpur to proceed to Adoni, unless it should appear to be attended with insurmountable Difficulties :

And whereas it was a most unwarrantable Measure in Sir Thomas Rumbold and the other Members of the Select Committee of Fort Saint George, thus to order the Company's 63
Troops to pass through the Country of Hyder Ally without his previous Licence, and when it was known that he would oppose their Passage, and the Entry into his Country, with an armed Force, in consequence of such Orders, amounted to an Act of Hostility against that Prince, and was one of the Causes of the subsequent War with Hyder Ally; and therefore the said Sir Thomas Rumbold and the other Members of the Select Committee of Fort Saint George who concurred in the said Orders to Colonel Harpur, were guilty of a Breach of that Clause of the Act of the Thirteenth of His present Majesty, for regulating the said Company's Affairs, which prohibits the Presidencies of Madras and Bombay and Bencoolen, from making any Order to commence Hostilities against any Indian Prince or Power, without first obtaining the Consent of the Government of Bengal, except in Cases of imminent Necessity, or of a special Order from the said Company :

And

- 64 And whereas on the Nineteenth of September One thousand Seven hundred and Seventy-nine, the Nabob of Arcot wrote a Letter to Sir Thomas Rumbold, stating that the said United Company was then in Possession of the Guntoor Circar, and requesting that he might be permitted to rent it of them for Ten Years from the Tenth of September One thousand Seven hundred and Seventy-nine, at Two hundred thousand Pagodas for the Two First Years, Two hundred and Five thousand for the Three next, Two hundred and Ten thousand for the Three next, and Two hundred and Fifteen thousand for the Two last; and on the Ninth of October following, Sir Thomas Rumbold laid the Nabob's Proposal, with Bazalet Jung's Account of the Produce of the said Circar, before the Select Committee of Fort Saint George; and further, on the same Day a Majority of the Select Committee of Fort Saint George, namely, the said Sir Thomas Rumbold, Mr. John Whitehill, and Sir Hector Munro, resolved to let the Guntoor Circar to the said Nabob, according to his Proposal, but on Condition of the Leases being
- 65 subject to the said Company's Approbation, though Mr. Smith, one of the Select Committee, anxiously observed on the Importance of the Matter, and his not having seen the Letter from the Nabob, or the other Papers delivered in by Sir Thomas Rumbold, till that Day, and therefore requested to have the Consideration of the Affair deferred till the next Committee :

And whereas a Lease of the Guntoor Circar was accordingly granted to the Nabob of Arcot by the Select Committee of Fort Saint George, and in pursuance thereof the Country was delivered into his Possession :

- And whereas the said Lease of the Guntoor Circar was granted by the Select Committee of Fort Saint George in a hasty and precipitate Manner; and granting it for so long a Term as Ten Years, without waiting for that Survey of the Country which was directed by the said United Company's Orders for establishing a Committee of Circuit for the Northern Circars,
- 66 was a Measure in direct Opposition to the Spirit and Intention of the said Orders; and further, Sir Thomas Rumbold and the Two other Members of the Select Committee of Fort Saint George, who concurred in granting such Lease, were more particularly culpable, because, at the Time of resolving upon the Measure, there was every Reason to expect that the irregular, clandestine, and unjustifiable Manner in which they had obtained

tain'd a Cession of the Guntoor Circar, with the Offence taken by the Nizam at the Alliance with Bazalet Jung, would prevent an Approbation of the Measure, and therefore would probably lead to a Restitution of it to its former Possessor :

And whereas on the Fifth of June One thousand Seven hundred and Seventy-nine, Sir Thomas Rumbold gave in a Minute to the Select Committee of Fort Saint George, in which, after noticing the Receipt of Mr. Hollond's said Letter of the Ninth of May, which amongst other Things mentioned his having conveyed the Select Committee's Assurances that they would pay the Pescush to the Nizam, Sir Thomas Rumbold asserted that the Nizam had no legal Title to the Pescush, and objected to the Validity of the Treaties by which the Company had stipulated to pay it, and expressed his Persuasion of the Nizam's not being sufficiently powerful to enforce the Demand; and by the same Minute Sir Thomas Rumbold propos'd that Mr. Hollond should be instructed to negotiate with the Nizam for Remission not only of all Arrears of the Pescush, but also of the future Payment of it, and that he should introduce this Proposition to the Nizam without any Compromise, or at first offering any Consideration on the Part of the Company; and further, by the same Minute Sir Thomas Rumbold observed, that, as to gain this Point it would require much Management, Mr. Hollond must by Turns sooth and work upon the Nizam's Apprehensions: 67

And whereas on the Eleventh of June One thousand Seven hundred and Seventy-nine, the Select Committee of Fort Saint George, then consisting of the said Sir Thomas Rumbold, John Whitehill, Sir Hector Munro, and Charles Smith, did, in Conformity to the Recommendations of the said Sir Thomas Rumbold, send Instructions to Mr. Hollond, by which he was directed to communicate to the Nizam the said Proposal for relinquishing to the Company all Arrears of the Pescush, and also the Payment of it in future; and, previous to resolving upon the said Instructions to negotiate for Remission of the Pescush, Sir Thomas Rumbold, and the other Members of the Select Committee of Fort Saint George, were aware that scarce above a Month before Mr. Hollond had, according to his original Instructions, conveyed a solemn Assurance to the Nizam that there was no Intention to withhold the Pescush, and that Orders would be given to pay it: 68

And whereas Mr. Hollond, by Letter to the Select Committee

tee of Fort Saint George, dated Twenty-sixth of June One thousand Seven hundred and Seventy-nine, did represent, in very
 69 affecting Terms, the violent Agitation of Mind into which the Nizam was thrown by the Application for Remission of the Pescush, and of his Determination to prepare immediately for Hostilities, but on the Ninth of July, being the very Day on which this Letter from Mr. Hollond was received, the Select Committee of Fort Saint George, notwithstanding the alarming Representation from Mr. Hollond, sent fresh Instructions to him to press forward the Affair of the Pescush, and in these Instructions they acknowledged the Effect from the Demand to be no other than what might have been expected; to which they inconsistently added in one Paragraph, that so far from denouncing the smallest Threat against the Nizam, they wished entirely to owe the Remission of the Pescush to his Generosity, and in another, that their Claim in the Article of Pescush had such Foundation in Equity that they could not relinquish it:

And whereas on Receipt of the last-mentioned Instructions
 70 from Fort Saint George, Mr. Hollond had a further Conference with the Nizam; but he continued firm in refusing a Remission of the Pescush, and was so exasperated by the Conduct of the Select Committee of Fort Saint George, as to decline all future personal Conference with Mr. Hollond, and to signify an Intention of giving him Audience of Leave; and by a Letter dated the Thirty-first of August One thousand Seven hundred and Seventy-nine, Mr. Hollond informed the Select Committee of Fort Saint George, of all the Particulars of the Nizam's Conduct on this Occasion:

And whereas soon after the Date of the said Letter from Mr. Hollond to Fort Saint George, of Thirty-first August One thousand Seven hundred and Seventy-nine, he wrote to the Governor General at Calcutta, and sent a Copy of the said Letter of Thirty-first of August, and Copies of all his Letters to Fort Saint George of prior Date, and also Copies of several Letters to him from the Select Committee of Fort Saint
 71 George, with an Apology for not making an earlier Communication and Intelligence that the Nizam talked of taking the Field:

And whereas Mr. Hollond's said Letter to the Governor General was the First Intelligence received by him and the Bengal Council, of the Negotiation with the Nizam for Remission of
 207 the

the Pescush, and till Receipt of the said Letter they understood the Object of Mr. Hollond's Mission to the Nizam to be of a very different, and partly of an opposite Kind, namely, to explain to him the Negotiation with Bazalet Jung for Cession of the Guntoor Circar, and to engage his Concurrence in it, as also to apologize for the Arrears of the Pescush, and to settle the Mode of paying it:

And whereas on Receipt of the said Letter from Mr. Hollond, the Governor General and Council of Bengal did, on the Motion of the Governor General, resolve to interfere in the Negotiation with the Nizam, in order to recall it to the Terms of the original Instructions to Mr. Hollond from the Presidency of Madras; and for this Purpose, they by Letter of the First of November One thousand Seven hundred and Seventy-nine, instructed Mr. Hollond to suspend his Negotiations till he received further Orders, and at the same Time wrote a Letter to the Nizam to inform him thereof, and to remove the ill Impressions caused by the unauthorized Proceedings of the Board of Fort Saint George; and also a Letter to that Board, containing a very temperate and decent Animadversion upon their Proceedings about the Pescush: 72

And whereas soon after the Receipt of the said Letter of Animadversion from Bengal, namely on the Seventeenth of December One thousand Seven hundred and Seventy-nine, the Select Committee of Fort Saint George did, by the Recommendation of Sir Thomas Rumbold, send a Letter to Mr. Hollond, to recall him from the Court of the Nizam; and the said Letter of Recall was a Measure founded on Resentment, and of a Tendency exceedingly injurious to the Interests of the Company: 73

And whereas Sir Thomas Rumbold, and the Select Committee of Fort Saint George, by a Letter to the Government of Bombay, dated the Fifth of January One thousand Seven hundred and Eighty, did attempt to justify their Conduct in negotiating with the Nizam about the Pescush, and denied that the Case was within the controlling Power of the Bengal Government; and they inclosed in the said Letter to Bengal the Copy of a Minute of Sir Thomas Rumbold, which contained a more full and explanatory Defence of the Government of Fort Saint George in Answer to the Animadversion from Bengal:

And whereas the said Letter from Fort Saint George, of the Fifth

74 Fifth of January One thousand Seven hundred and Eighty, and the said Minute of Sir Thomas inclosed therein, were expressed in Terms very indecent and reproachful, and the Language of the said Letter and Minute was quite inconsistent with the Respect and Deference due to the Bengal Government from the Presidency of Madras as a Subordinate Board; and further, the Reasons urged in the said Papers by Sir Thomas Rumbold and the Select Committee of Fort Saint George, as their Defence, are wholly insufficient to justify their Conduct about the Percush :

75 And whereas on the Fourteenth of February One thousand Seven hundred and Eighty, the Government of Bengal prevented Mr. Hollond's leaving the Nizam's Court in Obedience to the Orders from Madras, by appointing him their Resident at the said Court; and the Government of Bengal requested the Board of Madras to permit Mr. Hollond to remain at the Nizam's Court in this new Character, for Reasons of the most obvious Policy; but the Board at Madras refused to consent to this Measure, and sent repeated peremptory Orders to Mr. Hollond to obey the Orders of Recall :

And whereas in consequence of such peremptory Orders Mr. Hollond must have left the Nizam at a Time when the Presence of a Resident at his Court was of the utmost Importance to the Company's Affairs, if, in Conformity to Sir Thomas Rumbold's Recommendation a few Days before embarking for England, the said John Whitehill, his Successor in the Government, and the other Members of the Select Committee, except Mr. Johnson, had not suspended Mr. Hollond from the Company's Service, and so left him at Liberty to continue with the Nizam as Resident from the Government of Bengal :

76 And whereas on the Twelfth of June One thousand Seven hundred and Eighty, the Government of Bengal wrote a Letter to the said John Whitehill and the Select Committee of Fort Saint George, notifying their Resolution to reinstate Bazalet Jung in the Guntoor Circar, and requiring their immediate Compliance; and Bazalet Jung was accordingly reinstated; but the Government of Bengal not finding their Orders so quickly obeyed as they conceived to be requisite, did, by virtue of the Act of the Thirteenth of His present Majesty's Reign, for regulating the said United Company's Affairs,

fares, suspend Mr. Whitehill from his Office of President and Governor of Fort Saint George:

And whereas the said Negotiation of the Select Committee of Fort Saint George with the Nizam, for the Remission of the Pescush, was not only without any Authority from the Governor General and Council of Bengal, but also without any Authority from the East India Company, and therefore it was manifestly a direct Breach of that Clause of the Act of the Thirteenth of His present Majesty, for regulating the said United Company's Affairs, which prohibits the Presidencies of Madras, Bombay, and Bencoolen, from negotiating any Treaty of Peace, or other Treaty, with any of the Indian Princes or Powers, without first obtaining the Consent of the said Governor General and Council, except in such Cases of imminent Necessity as should render it dangerous to postpone such Treaties until Orders from the said Governor General and Council might arrive, and except where the said Presidencies shall have received special Orders from the said Company: 77

And whereas the said Negotiation of Sir Thomas Rumbold, and the other Members of the Select Committee of Fort Saint George, for Remission of the Pescush, was repugnant to the subsisting Treaties between the Nizam and the said United Company, and at the same Time was a Breach of solemn Assurances recently made by themselves, and also the strongest Departure from the conciliating Principle on which they professed to send Mr. Hollond as their Resident at the Nizam's Court: 78

And whereas the Manner of so treating with the Nizam for Remission of the Pescush was, in respect to the Governor General and Council of Bengal, clandestine, and in respect to the Nizam, was inconsistent, deceitful, insulting, and wantonly provoking:

And whereas the said clandestine, treacherous, and injurious Measures of Sir Thomas Rumbold, and the other Members of the Select Committee of Fort Saint George, in respect to the Treaty for Cession of the Guntoor Circar, and the Negotiation for Remission of Pescush, were rendered still more criminal by the Consideration that they were adopted and prosecuted when the Revenues of the said United Company were known to be in the most distressed State, when the Company was involved

in a most expensive and hazardous War with the Maratta States; when the Select Committee had the strongest Reasons to expect an Attack from Hyder Ally, and that he would be shortly
 79 assisted by an European Army from France; and also when, according to the Select Committee's own Acknowledgment, it was of the highest Importance to conciliate the Mind of the Nizam, and to attach him to the Interests and Views of the Company;

And whereas if it had not been for the wise, seasonable, and temperate Interposition of the Governor General and Council of Bengal, the Company might, by the aforesaid injurious Proceedings of the Madras Presidency, in respect to the Guntoor Circar and the Pescush, have been actually involved in a War with the Nizam:

And whereas the Orders sent by the Presidency of Fort Saint George, to recall Mr. Hollond from the Nizam's Court, the repeating those Orders notwithstanding the Request made by the Government of Bengal to permit him to remain as their Resident, and the subsequent Suspension of Mr. Hollond from the Company's Service, were all very unjustifiable and culpable
 80 Acts; and Sir Thomas Rumbold was the chief Adviser and Promoter of them:

And whereas as early as October One thousand Seven hundred and Seventy-nine, Sir Thomas Rumbold informed the Select Committee of Fort Saint George, that Hyder Ally's Letters and Messages had for some Time been couched in hostile Terms; that he had sent the Reverend Mr. Swartz to the Court of Hyder, with private Instructions to learn the real Disposition of that Prince; but that the Issue of this Secret Negotiation left Sir Thomas no Reason to doubt but that Hyder's Intentions were hostile both to the Company and the Nabob:

And whereas on the Tenth of November One thousand Seven hundred and Seventy-nine, a Member of the Select Committee of Fort Saint George moved, that the most vigorous and spirited Measures should be adopted; and submitted, whether it would not be proper to collect a strong Body of Troops at
 81 Vellore and Conjeveram, where they might be cantoned in Readiness to act as Occasion should require; but this Motion was not followed with any Resolution, and notwithstanding the apparent Necessity of the most immediate Exertions to put the
 ... Carnatic

Carnatic into a State of Defence, no Steps appear to have been taken for that Purpose by the Government of Madras, during the Remainder of Sir Thomas Rumbold's Administration, which terminated on his leaving Madras the Beginning of April One thousand Seven hundred and Eighty:

And whereas the said Charles Smith and Samuel Johnson, Two of the Members of the said Select Committee of Fort Saint George, impute to Sir Thomas Rumbold the Concealment from the said Select Committee of various Letters, containing important Intelligence of the Preparations making by Hyder Ally, for an Invasion of the Carnatic:

And whereas from the Circumstances before stated, it appears that Sir Thomas Rumbold, and the Majority of the Select Committee of Fort Saint George, were guilty of a very culpable Negligence in not preparing for Defence of the Carnatic against Hyder Ally, and the said Sir Thomas Rumbold, as President and Governor of Fort Saint George, is more particularly responsible for such Negligence: 82

And whereas on Sir Thomas Rumbold's leaving Madras, the said John Whitehill succeeded to the Government of Fort Saint George, and from that Time Appearances on the Part of Hyder Ally became daily more threatening, and the Danger of his Invasion of the Carnatic more imminent; but notwithstanding this, the Neglect to prepare for Defence of the Company's Possessions still continued, and a Negative was put by the said John Whitehill and a Majority of the Select Committee, on Two different Motions by Members of the said Committee, proposing some Precautions and Preparations, one of which was made by the said Charles Smith, the Nineteenth of June One thousand Seven hundred and Eighty, and the other by the said Samuel Johnson, the Seventeenth of July following, which latter Day was only Four or Five Days before the Intelligence of Hyder Ally's having actually entered the Carnatic was received at Madras: 83

And whereas it appears that in Consequence of the aforesaid criminal Negligence of the said John Whitehill and the Majority of the Select Committee, joined to the like Negligence of the said John Whitehill's immediate Predecessor in the Government of Fort Saint George, Sir Thomas Rumbold, the Carnatic was found by Hyder Ally, in a State totally inadequate to resisting his Invasion,

Invasion, and the Company was thus exposed to the utmost Hazard of losing all their valuable Possessions on the Coast of Coromandel:

84 And whereas the Intelligence of Hyder Ally's entering the Carnatic with an immense Army, such as threatened the immediate Conquest of the whole Country, having reached Madras on the Twenty-third of July One thousand Seven hundred and Eighty, the said Anthony Sadlier, then one of the Council of Fort Saint George, did, on the Twenty-ninth of the same Month, give in to the Board a very full Minute on the Subject of the very dangerous State of the Company's Affairs; in which, after fully representing the past Negligence of the Government of Fort Saint George, and strongly animadverting upon it, he proposed various Measures and Operations for the immediate Defence of the Country against Hyder Ally; but, instead of coming to any Resolution on the said Anthony Sadlier's Propositions, the said John Whitehill moved to suspend the said Anthony Sadlier from the Company's Service; which was resolved accordingly by the said John Whitehill and Sir Hector Munro, they Two, in consequence of the said John Whitehill's casting Voice, constituting a Majority of the Select Committee:

85 And whereas on the Twenty-first of August One thousand Seven hundred and Eighty, Sir Hector Munro being on the Point of leaving Fort Saint George to join the Army, did move, that on his Departure to Camp, Mr. Davidson, one of the Council, should be appointed an acting Member of the Select Committee during his, Sir Hector Munro's Absence; and though the avowed Purpose of this Motion was to continue the said John Whitehill in a Majority against the said Charles Smith and Samuel Johnson; and though it was objected by them, that by the Instructions of the Court of Directors, under which the Select Committee was appointed, it was to consist of only the President, and the Second and Fourth in Council during the Absence of the Commander in Chief, and therefore, that admitting Mr. Davidson into the Select Committee would be illegal, yet a Resolution for the Appointment of Mr. Davidson into the Select Committee was carried by the casting Voice of the said John Whitehill:

And whereas the said Appointment of Mr. Davidson to be a Member of the Select Committee during the Absence of the Commander in Chief, Sir Hector Munro, from the Presidency of

of Fort Saint George, was not warranted by the Orders of the said United Company, under the Authority of which the Select Committee is constituted, and the said Appointment was illegal : 86

And whereas the Time from Sir Thomas Rumbold's being appointed President and Governor to the Time of his Return to England, was only a few Days above Three Years and an Half, and he was actually at Madras in that Character only Two Years and Two Months, and his Salary, as President and Governor of Fort Saint George, was Sixteen thousand Pounds a Year, exclusive of about Two thousand Pounds a Year more in certain specified Emoluments; and he was bound by Covenants with the said United Company, not only not to receive any other Perquisites or Emoluments, but also not to carry on any Trade on his own Account, nor to receive any Presents from the Indian Princes, or their Servants or Agents :

And whereas it appears, that during the Two Years and Two Months of Sir Thomas Rumbold's acting as President and Governor of Fort Saint George, he did remit to England the Sum of One hundred and Sixty-seven thousand Pounds; and that of this Sum he himself acknowledges One hundred and Thirty thousand Pounds to have been so remitted on his own Account; and also, that great Part of the said Sum of One hundred and Sixty-seven thousand Pounds was remitted through China : 87

And whereas between the Eighth of February One thousand Seven hundred and Seventy-eight, which was the Day of Sir Thomas Rumbold's Arrival at Madras, and the Beginning of August following, he remitted to China, by the Latham, the Hillsborough, and the Royal George East India Ships, various Sums, amounting together to Fifty-three thousand Pounds, including Four hundred and Sixty-six Pounds Ten Shillings and Three Pence belonging to Sir Hector Munro, and in One thousand Seven hundred and Seventy-nine he remitted to China Five thousand Pounds by the Seahorse, and Three thousand Two hundred Pounds by the Granby East India Ship; the said Sums of Fifty-three thousand Pounds, Five thousand Pounds, and Three thousand Two hundred Pounds, constituting a Part of the One hundred and Sixty-seven thousand Pounds before mentioned to have been remitted by the said Sir Thomas Rumbold to England : 88

And whereas it appears that no Part of the several Sums so
K remitted

remitted by Sir Thomas Rumbold to China, in the said East India Ships, was entered in the Boatwain's Book; that the Company's Treasure sent in some of the same Ships was regularly entered; and further, that in respect to the Remittance by the Latham East India Ship, no Article was omitted in the Boatwain's Book except Sir Thomas Rumbold's Money; but that his Money was not entered either in the Boatwain's Books or the Captain's Journal, though regularly the Remittance could not appear to the said United Company otherwise than from One of those Books:

And whereas by One of the Deeds of Covenant entered into with the said United Company by Sir Thomas Rumbold, as President and Governor of Fort Saint George, before his embarking for Madras, he covenanted, that within Thirty Days after taking upon him his Office of Governor, he would deliver to the Council of the Presidency of Fort Saint George, a Specification, upon Oath, of the Debts due to him in the Course of the Trade and Commerce he had before carried on, and of the Goods and Stock in Trade he was then possessed of, and would dispose of such Goods and Stock in Trade within Nine Months after:

And whereas by the next Article of the said Deed of Covenants, Sir Thomas Rumbold covenanted, that whilst he continued President of Fort Saint George, or in any other Station in the said Company's Service, he would not lend Money to any of the Country Powers, or to any Person employed by them:

And whereas by the next Article in the same Deed, Sir Thomas Rumbold covenanted, that within Thirty Days after taking upon him the said Office of President, and before he should proceed to recover any such Money as aforesaid, he would deliver to the Council of Fort Saint George, upon Oath, a specific Account of all such Loans, if any, as at the Date of the said Deed he was concerned in, and would specify and declare how such Loans were secured, and describe the whole Transactions from the Beginning:

And whereas Sir Thomas Rumbold did not at any Time during his Administration as Governor of Fort Saint George, make a Specification either of any Debts in Trade, according to the First of the Three Covenants before stated, or of any Loans

Loans he was concerned in, according to the Third of the said Covenants, though by a Letter addressed by Sir Thomas Rumbold to the Committee of Secrecy, appointed by the House of Commons to inquire into the Causes of the War in the Carnatic, he stated being entitled to various Sums of Money due to him in Bengal, on Accounts closed in One thousand Seven hundred and Seventy-two, and that the Balance in his favour on the said Accounts then amounted to the Principal Sum of One hundred and Eleven thousand Pounds, exclusive of a Debt of about Nine thousand Pounds, then intended to have been paid in England, but paid afterwards in Bengal: 91

And whereas the Sums of Money so represented by Sir Thomas Rumbold to have been due to him in Bengal at the Time of his entering into the aforesaid Covenants, were Debts within the Meaning as well of that Part of his said Covenants which relates to Debts in the Course of Trade, as of that Part which relates to Loans; and the said Sir Thomas Rumbold, by omitting to make the Specifications required by the said Covenants, has been guilty of a Breach thereof:

And whereas the particular Covenants, of the Breach of which the said Sir Thomas Rumbold has been guilty, by not making Specifications in Manner aforesaid, are not guarded by any specific Penalties or Forfeitures:

And whereas it is fit that the several Offences and Misdemeanors before stated to have been committed by the before-mentioned Servants of the said United Company, now or late belonging to the Presidency of Madras, should be marked with the most solemn Condemnation, and the guilty Persons receive exemplary Punishment, as well to express the Abhorrence which the British Nation have of such unjust, corrupt, treacherous, oppressive, and disgraceful Proceedings, as to deter others from committing like Offences: 92

And whereas the said Sir Thomas Rumbold appears to have been principally concerned in most of the aforesaid criminal Proceedings of the Presidency of Madras, as well in those of the Select Committee as those of the Council of Fort Saint George; and the said Peter Perring was also a Promoter of such of the said Matters as came before him as One of the said Council: 93

May it therefore please Your MAJESTY,

That it may be Enacted; And be it Enacted by the KING's Most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Sir Thomas Rumbold and Peter Perring, as a Punishment for the Offences and Misdemeanors hereinbefore recited to have been by them respectively committed whilst they were Members of the said Presidency and Council of Fort Saint George, shall, and they are hereby adjudged to pay unto His
 94 Majesty the several Fines following, namely, the said Sir Thomas Rumbold shall pay the Sum of
 and the said Peter Perring the Sum of
 and further, the said Sir Thomas Rumbold and Peter Perring shall, from the Passing of this Act, severally and respectively be disabled from, and they are hereby rendered incapable of sitting in either House of Parliament, and also of and from holding or enjoying any Office of Profit or Trust, Civil or Military, or otherwise, either under His Majesty, His Heirs or Successors, or under the said United Company.

And be it further Enacted, That the said Sir Thomas Rumbold and Peter Perring shall be, and they are hereby adjudged to be
 there to remain respectively as Prisoners, without Bail or Mainprize, until they shall respectively pay the said several Fines of
 and in such Manner as by this Act is hereinafter appointed; and it shall and may be lawful for the Chief Justice
 95 of His Majesty's Court of King's Bench, or any Justice of the said Court, to issue One or more Warrant or Warrants for apprehending the said Sir Thomas Rumbold and Peter Perring respectively, and bringing them, or either of them, before such Chief Justice or Judge, or any other Judge of the said Court; and also, on Apprehension of them, or either of them, under any such Warrant or Warrants, and bringing them, or either of them, before the said Chief Justice, or any other Judge of the said Court of King's Bench, or on Surrender by the said Sir Thomas Rumbold and Peter Perring, or either of them, to the said Chief Justice or any Judge of the said Court, such Chief Justice or Judge shall the said Person or Persons so brought before or surrendering to such Chief Justice or Judge, to
 there to remain
 a Prisoner,

a Prisoner, without Bail or Mainprize, till Payment of the Fine or Fines by this Act imposed upon such Person or Persons, in such Manner as is hereby required.

And be it further Enacted, That the said Fines 96
and shall be
paid by the said Sir Thomas Rumbold and Peter Perring respectively, into the Receipt of His Majesty's Exchequer, and thence shall be issued and applied in Aid of the Supplies which have been or shall be granted to His Majesty for the Year One thousand Seven hundred and Eighty-two.

Provided always, and be it further Enacted, That notwithstanding the Punishment by this Act inflicted on the said Sir Thomas Rumbold and Peter Perring respectively, nothing contained in this Act shall be construed to hinder the said United Company, or any Person or Persons, from commencing or prosecuting any Action or Actions, or Suit or Suits, against the said Sir Thomas Rumbold and Peter Perring, or either of them, in respect of the several Matters recited in the Preamble to this Act, or of any of them, to which the said United Company, or any Person or Persons, would be entitled if this Act was not made. 97

B I L L

FOR

Inflicting certain Pains and Penalties on Sir Thomas Rumbold, Baronet, and Peter Perring, Esquire, for certain Breaches of Public Trust, and High Crimes and Misdemeanors, committed by them whilst they respectively held the Offices of Governor and President, Counsellors and Members of the Select Committee, of the Settlement of Fort Saint George, on the Coast of Coromandel, in the East Indies.

1782.

